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28010-222222
RECORDATION NO. _____ FILED

NOV 04 '11 -4 30 PM

SURFACE TRANSPORTATION BOARD

November 4, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination and Release of Security Interest, dated as of November 1, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to Memorandum and Restated Comprehensive Memorandum of Security Agreements previously filed with the Board under Recordation Number 28010-YYYYY.

The name and address of the party to the enclosed document are:

Secured Party: Bank of America, N.A., as Collateral Agent
901 Main Street, 14th Floor
Dallas, Texas 75202

[Grantors: The CIT Group/Equipment Financing, Inc.
The CIT Group/Corporate Aviation, Inc.
c/o CIT Group Inc.
1 CIT Drive
Livingston, NJ 07039]

Chief, Section of Administration
November 4, 2011
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A description of the railroad equipment covered by the enclosed document is:

240 covered hopper railcars RELEASED within the series CN 372201- CN 372286 and within the series CN 376500- CN 376717 as more particularly set forth in the exhibit set forth in the document.

A short summary of the document to appear in the index is:

Partial Termination and Release of Security Interest

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Edward M. Luria".

Edward M. Luria

EML/sem
Enclosures

PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST

The undersigned, BANK OF AMERICA, N.A., as Administrative Agent and the Collateral Agent (as defined in the Security Agreement described below) for the Secured Parties (in such capacity, the "Collateral Agent"), does hereby terminate, release and discharge the security interest held by it on that certain railroad equipment identified on Exhibit A attached hereto (the "Released Equipment"), without recourse, representation or warranty

Such security interest was granted pursuant to that certain Collateral Agreement, dated as of August 25, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which, among other things, The CIT Group/Equipment Financing, Inc., The CIT Group/Corporate Aviation, Inc. and C.I.T. Leasing Corporation (collectively, the "Grantors"), granted to the Collateral Agent (including any successor collateral agent), for the benefit of the Secured Parties, a lien on, and security interest in, all of its right, title and interest in, to and under, *inter alia*, certain of each such Grantor's railcars and other rolling stock, whether now owned or hereafter acquired, a Memorandum of which was recorded with the Surface Transportation Board under Recordation No. 28010-YYYYY.

This instrument shall be governed by, and construed in accordance with, the law of the State of New York.

This instrument is executed upon the express conditions that (a) nothing herein contained shall be construed to release from the lien of the aforesaid Security Agreement or to impair said lien upon any property subject thereto, except the Released Equipment and (b) the foregoing release shall not apply to the proceeds of the disposition of the Released Equipment. Except as provided above, the Collateral Documents as defined in the Credit Agreement remain in full force and effect. Nothing contained in this instrument will be construed as a release, waiver or amendment of any provision of any Collateral Document as defined in the Credit Agreement other than as expressly provided above.

[Signature pages follow]

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RECORDATION NO. _____ FILED

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SURFACE TRANSPORTATION BOARD

BANK OF AMERICA, N A.,
as Collateral Agent

By: _____

Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of _____, 20__, before me, the undersigned Notary Public, personally appeared _____, personally known to me to be the person who executed the within instrument as the _____ of BANK OF AMERICA, N A. and acknowledged to me that the corporation executed it.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

ACKNOWLEDGMENT

State of California
County of San Francisco

On December 18, 2011 before me, Silvia Ventura, Notary Public
(insert name and title of the officer)

personally appeared Silvia Ventura
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Silvia Ventura



(Seal)

Exhibit A

Two hundred forty (240) covered hopper cars, marked and numbered as follows

	Mark	Number		Mark	Number		Mark	Number
1	CN	372201	46	CN	376643	91	CN	372222
2	CN	372202	47	CN	376644	92	CN	372223
3	CN	372203	48	CN	376645	93	CN	372224
4	CN	372204	49	CN	376646	94	CN	372225
5	CN	372205	50	CN	376647	95	CN	372227
6	CN	372206	51	CN	376648	96	CN	372228
7	CN	372207	52	CN	376649	97	CN	372229
8	CN	372208	53	CN	376652	98	CN	372230
9	CN	372209	54	CN	376653	99	CN	372232
10	CN	372210	55	CN	376654	100	CN	372233
11	CN	372212	56	CN	376655	101	CN	372235
12	CN	372213	57	CN	376657	102	CN	372236
13	CN	372215	58	CN	376658	103	CN	372239
14	CN	372216	59	CN	376659	104	CN	372241
15	CN	372217	60	CN	376662	105	CN	372242
16	CN	372218	61	CN	376663	106	CN	372243
17	CN	376607	62	CN	376664	107	CN	372244
18	CN	376608	63	CN	376665	108	CN	372245
19	CN	376609	64	CN	376666	109	CN	372246
20	CN	376610	65	CN	376667	110	CN	372247
21	CN	376611	66	CN	376668	111	CN	372248
22	CN	376612	67	CN	376669	112	CN	372249
23	CN	376614	68	CN	376670	113	CN	372250
24	CN	376615	69	CN	376671	114	CN	372251
25	CN	376616	70	CN	376672	115	CN	372253
26	CN	376618	71	CN	376675	116	CN	372254
27	CN	376619	72	CN	376677	117	CN	372255
28	CN	376620	73	CN	376679	118	CN	372257
29	CN	376621	74	CN	376683	119	CN	372258
30	CN	376623	75	CN	376684	120	CN	372259
31	CN	376624	76	CN	376685	121	CN	372261
32	CN	376625	77	CN	376687	122	CN	372262
33	CN	376628	78	CN	376688	123	CN	372265
34	CN	376629	79	CN	376690	124	CN	372266
35	CN	376630	80	CN	376692	125	CN	372268
36	CN	376632	81	CN	376694	126	CN	372269
37	CN	376633	82	CN	376696	127	CN	372270
38	CN	376635	83	CN	376699	128	CN	372272
39	CN	376636	84	CN	376700	129	CN	372273
40	CN	376637	85	CN	376701	130	CN	372274
41	CN	376638	86	CN	376702	131	CN	372275
42	CN	376639	87	CN	376703	132	CN	372276
43	CN	376640	88	CN	372219	133	CN	372277
44	CN	376641	89	CN	372220	134	CN	372278
45	CN	376642	90	CN	372221	135	CN	372280

	Mark	Number
136	CN	372281
137	CN	372283
138	CN	372284
139	CN	372286
140	CN	376500
141	CN	376501
142	CN	376503
143	CN	376505
144	CN	376506
145	CN	376507
146	CN	376508
147	CN	376509
148	CN	376510
149	CN	376511
150	CN	376512
151	CN	376513
152	CN	376515
153	CN	376517
154	CN	376518
155	CN	376519
156	CN	376520
157	CN	376521
158	CN	376522
159	CN	376523
160	CN	376524
161	CN	376525
162	CN	376526
163	CN	376527
164	CN	376528
165	CN	376529
166	CN	376530
167	CN	376531
168	CN	376532
169	CN	376533
170	CN	376534
171	CN	376535
172	CN	376536

	Mark	Number
173	CN	376537
174	CN	376539
175	CN	376540
176	CN	376541
177	CN	376542
178	CN	376543
179	CN	376545
180	CN	376546
181	CN	376547
182	CN	376548
183	CN	376549
184	CN	376550
185	CN	376552
186	CN	376553
187	CN	376554
188	CN	376555
189	CN	376556
190	CN	376557
191	CN	376558
192	CN	376559
193	CN	376560
194	CN	376561
195	CN	376562
196	CN	376563
197	CN	376564
198	CN	376565
199	CN	376566
200	CN	376567
201	CN	376568
202	CN	376569
203	CN	376570
204	CN	376571
205	CN	376572
206	CN	376574
207	CN	376575
208	CN	376576
209	CN	376577

	Mark	Number
210	CN	376578
211	CN	376579
212	CN	376580
213	CN	376581
214	CN	376582
215	CN	376583
216	CN	376584
217	CN	376585
218	CN	376587
219	CN	376588
220	CN	376589
221	CN	376590
222	CN	376591
223	CN	376592
224	CN	376593
225	CN	376595
226	CN	376596
227	CN	376597
228	CN	376598
229	CN	376599
230	CN	376600
231	CN	376601
232	CN	376605
233	CN	376606
234	CN	376705
235	CN	376706
236	CN	376708
237	CN	376712
238	CN	376713
239	CN	376714
240	CN	376717

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document

Dated. 11/4/11

Edward M. Luria
Edward M. Luria